

Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Leographics Studio.

All work is carried out by Leographics Studio on the understanding that the client has agreed to Leographics Studio's terms and conditions.

Copyright is retained by Leographics Studio on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Leographics Studio as fulfilling the contract. All the designs remain the property of Leographics Studio, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, Leographics Studio will provide the customer with a written estimate or quotation. The Terms and Conditions can be read on Leographics Studio's website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Leographics Studio. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Leographics Studio's terms and conditions. No work on a project will commence until either document has been received by Leographics Studio.

Design Charges

Charges for design services to be provided by Leographics Studio will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Leographics Studio has received this amount.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Leographics Studio. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, check, or previously agreed electronic funds transfer.

Publication and/or release of work done by Leographics Studio on behalf of the client, may not take place before cleared funds have been received unless previously agreed.

Returned checks will incur an additional fee of Php 1,000 per returned check. Leographics Studio reserves the right to consider an account to be in default in the event of a returned check.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned check. Leographics Studio shall be considered entitled to remove Leographics Studio' and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, large format products, graphic design products, walls and murals, sub-contractors, copyrights, etc.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Leographics Studio reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Leographics Studio for inclusion in the customer's project/s or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Leographics Studio on behalf of the customer, will remain the property of Leographics Studio and/or its suppliers.

The customer may request in writing from Leographics Studio, the necessary permission to use materials (for which Leographics Studio holds the copyright) in forms other than for which it was originally supplied, and Leographics Studio may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Leographics Studio, the customer grants Leographics Studio permission to use this material freely in the pursuit of the design.

Should Leographics Studio, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Leographics Studio to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Leographics Studio free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permission.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that Leographics Studio holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copy writing, drawing, idea or code created for the customer by Leographics Studio, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Leographics Studio and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Leographics Studio will not be held responsible for any and all damages resulting from such claims. Leographics Studio is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Leographics Studio responsible for any such loss or damage. Any claim against Leographics Studio shall be limited to the relevant fee(s) paid by the customer.

Data/Image Formats

The client agrees to Leographics Studio's definition of acceptable means of supplying data to the company.

Image/s are to be supplied to Leographics Studio in electronic format as standard text (.jpeg, .eps, .tiff, .psd, .ai, .pdf) on CD-ROM, flash drive, or via e-mail.

Images for large format output must be of a quality suitable for use without any subsequent image processing (we recommend at least 200 dpi), and Leographics Studio will not be held responsible for any image quality which the client later deems to be unacceptable. Leographics Studio cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Proofs

Proofs ensure that the final job will be correct. Things happen, you forget to save that last minute correction; production machines may change margins or even color accuracy; higher resolution printers affect output quality and color compared to desktop devices. Please let us know if you require a proof, and to whom to send the proof.

Project Duration / Schedule

Any indication given by Leographics Studio of a design project's duration is to be considered by the customer to be estimation. Leographics Studio cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Leographics Studio for the initial payment or by date confirmed in writing by Leographics Studio.

Large Format Output Schedule:

- Minimum lead time 24 hours
- Artwork must be in by 11:00 am
- Direct output only
- Proofs available next day 3:00 pm to 6:00 pm
- No pickups / submissions on Saturday, Sunday and Holidays
- We Accept rush projects depending on complexity of file. Please inquire.

Design Schedule:

- 3 studies will be given 5 days after final concept approval.
- Allow 2 to 4 weeks depending on complexity of artwork required for timetable (Complex and larger jobs can take more time)
- No pickups / submissions on Saturday, Sunday and Holidays.
- We Accept rush projects depending on complexity of project. Please inquire.

Pop Art Schedule:

- Image acceptance within 24 hours
- Proofs available 4 to 6 days depending on complexity.
- Allow 3 to 5 days for final artwork.
- No pickups / submissions on Saturday, Sunday and Holidays.
- We Accept rush projects depending on complexity of project. Please inquire.

Fine Art Schedule:

- Image acceptance within 24 hours
- Proofs available 1 to 2 weeks depending on complexity.
- Allow 2 to 3 days depending for final artwork.
- No pickups / submissions on Saturday, Sunday and Holidays.
- We Accept rush projects depending on complexity of project. Please inquire.

Rights of Access for Website Development

The client agrees to allow Leographics Studio all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Leographics Studio access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Leographics Studio with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Project Completion

Leographics Studio considers the project complete upon receipt of the customer's signed Approval form. Other services such as supervised printing, display panel production, film work, website uploading, publishing etc either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

Website design only

Once web design is complete, Leographics Studio will provide the customer with the opportunity to review the resulting work. Leographics Studio will make one set of minor changes at no extra cost within 45 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, color schemes or any navigation features. Any minor changes can be notified to Leographics Studio by e-mail or fax and confirmed via email or fax.

Leographics Studio will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Design Credits

The customer agrees to allow Leographics Studio to place a small credit on printed material, exhibition displays, advertisements materials or any design work and/or a link to Leographics Studio's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page or artwork.

The customer also agrees to allow Leographics Studio to place designed websites and other designs artworks, on Leographics Studio's own website for demonstration purposes and to use any designs in its own publicity and portfolio.

Rights of Refusal

Leographics Studio will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Leographics Studio also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Leographics Studio does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Leographics Studio to remove the contravention without hindrance, or penalty. Leographics Studio is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail within 24 hours, however, following this, Leographics Studio will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed and received by Leographics Studio within 24 hours of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Leographics Studio makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Leographics Studio will not be held responsible for any and all damages resulting from products and/or services it supplies. Leographics Studio is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their

failure. The customer agrees not to hold Leographics Studio responsible for any such loss or damage. Any claim against Leographics Studio shall be limited to the relevant fee(s) paid by the customer.

Leographics Studio reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Leographics Studio will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Privacy

Leographics Studio will store your name and order details on private internal database. These details WILL NOT be made available to companies or individuals outside of Leographics Studio. Should you wish to have your details removed from our database, please advise us in writing to: Leographics Studio, Unit 901 Richmond Plaza, 21 San Miguel Avenue, Corner Lourdes Drive, Ortigas Center, Pasig City 1600.

Complaints

Please address any complaints to Leographics Studio either by email, the use of the online contact form through the website or telephone 011322 8153 8174, 09.00 am - 6.00 pm, Mon - Fri. We endeavor to respond to any complaint within 24 hours.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Leographics Studio reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by Leographics Studio and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Leographics Studio.